

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
 Case No. **A-14-709444-C** Dept **I**
(Assigned by Clerk's Office)

I. Party Information *(provide both home and mailing addresses if different)*

Plaintiff(s) (name/address/phone): PSITECH CORPORATION	Defendant(s) (name/address/phone): STEWART E. IRVINE
Attorney (name/address/phone): Joseph A. Gutierrez, Esq., Margaret E. Schmidt, Esq., Maier Gutierrez Ayon 400 South Seventh Street, Suite 400, Las Vegas, Nevada 89101 (702) 697-7900	Attorney (name/address/phone):

II. Nature of Controversy *(please select the one most applicable filing type below)*

Civil Case Filing Types

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input checked="" type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

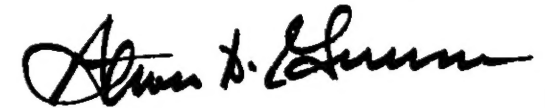
Business Court filings should be filed using the Business Court civil coversheet.

November 5, 2014

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**
JOSEPH A. GUTIERREZ, ESQ.
2 Nevada Bar No. 9046
MARGARET E. SCHMIDT, ESQ.
3 Nevada Bar No. 12489
MAIER GUTIERREZ AYON
4 400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
5 Telephone: (702) 629-7900
Facsimile: (702) 629-7925
6 E-mail: jag@mgalaw.com
mes@mgalaw.com

7 *Attorneys for Plaintiff PSiTech Corporation*

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 **PSITECH CORPORATION**, a foreign
12 corporation,

13 Plaintiff,

14 vs.

15 **STEWART E. IRVINE**, an individual; **DOES I**
16 through X; and **ROE ENTITIES I** through X,
inclusive,

17 Defendants.

Case No.: A-14-709444-C
Dept. No.: I

COMPLAINT

(Arbitration Exemption Claimed: Action
Seeking Declaratory Relief)

18
19 Plaintiff PSiTech Corporation, by and through its attorneys of record, the law firm MAIER
20 GUTIERREZ AYON, hereby complains against the above named defendants, defendants DOES I
21 through X, and ROE CORPORATIONS I through X (collectively, "Defendants"), as follows:

22 **GENERAL ALLEGATIONS**

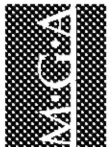
23 **THE PARTIES**

24 1. Plaintiff PSiTech Corporation ("Plaintiff") is a foreign corporation with its principal
25 place of business in Hong Kong.

26 2. Defendant Stewart E. Irvine ("Defendant") is an individual who, at all times relevant
27 hereto, resides in Vancouver, British Columbia.

28 3. The parties agreed that the intellectual property purchase agreement, which is the

MAIER GUTIERREZ AYON PLLC
ATTORNEYS AT LAW



1 subject of this litigation, would be governed by the laws of the state of Nevada. Therefore, venue is
2 appropriate in Clark County, Nevada.

3 4. The true capacity, whether individual, corporate, associate, or otherwise, herein
4 designated as DOES I through X and ROE ENTITIES I through X, inclusive, are unknown at this
5 time, and Plaintiff therefore sues said individuals or entities by such fictitious names. Plaintiff is
6 informed and believes and therefore alleges that each of said individuals or entities is responsible in
7 some manner for the events and happenings and proximately caused the injuries and damages herein
8 alleged. Plaintiff will seek leave to amend this complaint to allege their true names and capacities as
9 they are ascertained.

10 FACTS GIVING RISE TO CLAIMS

11 5. Plaintiff is the license holder for non-party Go-Page Corporation ("Go-Page"), a
12 Nevada public corporation, which operates as an online platform for providing marketing services to
13 its customers.

14 6. Defendant formerly served as the director and chief operating officer of Go-Page, and
15 the technology for Go-Page was originally developed under Defendant's guidance.

16 7. On or about November 30, 2013, Plaintiff and Defendant entered into an intellectual
17 property purchase agreement (the "Purchase Agreement"), which provided the terms and conditions
18 for the sale of trade secrets and intellectual property rights related to Go-Page (the "Intellectual
19 Property"), including the use of Go-Page's URL, <http://www.go-page.com>. A copy of the Purchase
20 Agreement is attached hereto as Exhibit "1."

21 8. Pursuant to the Purchase Agreement, the rights and obligations of the parties thereto
22 were clear: Defendant agreed to transfer the Intellectual Property to Plaintiff for \$35,000.00 with a
23 closing date of December 31, 2014.

24 9. On or about July 15, 2014, the fully executed Purchase Agreement was personally
25 delivered to Defendant in Vancouver, Canada by Plaintiff's president.

26 10. Since execution of the Purchase Agreement, Plaintiff and its affiliates have expended
27 significant funds and resources to rebuild and develop the technology and intellectual property
28 related to Go-Page.

1 11. On or about September 25, 2014, Plaintiff wired \$3,000.00 directly to Defendant's
2 bank account as partial payment under the Purchase Agreement and at the direction and acceptance
3 of Defendant.

4 12. Pursuant to § 1.3 of the Purchase Agreement, Plaintiff had until December 31, 2014
5 to pay Defendant for the full purchase price of the Intellectual Property.

6 13. However, on or about October 28, 2014, Defendant sent a letter to Plaintiff stating
7 that he was rescinding the Purchase Agreement and revoking the offer for the sale of the Intellectual
8 Property based on the following false claims: (a) Plaintiff never accepted the Purchase Agreement
9 nor communicated acceptance to Defendant; and (b) a material default had occurred because
10 payment under the Purchase Agreement had not been made.

11 14. Moreover, in breach of Defendant's obligations under the Purchase Agreement,
12 Defendant commandeered Go-Page's URL and restricted access by Plaintiff.

13 15. While grounds for rescission of the Purchase Agreement are provided for Plaintiff,
14 no corresponding rescission provision is provided for Defendant within the Purchase Agreement.

15 16. Therefore, Defendant possesses no right to rescind the Purchase Agreement or breach
16 his obligations owed to Plaintiff under the Purchase Agreement.

17 17. Plaintiff has been ready, willing and able to perform under the Purchase Agreement
18 and has done nothing to prohibit, delay or interfere with Defendant's performance under the
19 Purchase Agreement.

20 18. However, despite his obligations under the Purchase Agreement, Defendant has
21 refused to assign Plaintiff the Intellectual Property to which Plaintiff is entitled, and has denied and
22 disputed Plaintiff's rights to such Intellectual Property.

23 19. As provided in § 3.1(b) of the Purchase Agreement, Defendant contracted that the
24 Agreement "is the valid and binding and irrevocable obligation of [Defendant], and assuming
25 validity of the representations and warranties of [Plaintiff], enforceable against [Defendant] in
26 accordance with its terms, except as such enforcement may be limited by applicable bankruptcy,
27 insolvency, reorganization, moratorium or other similar laws now or hereafter in effect."

28 ///

1 20. Upon information and belief, no bankruptcy, insolvency, reorganization, moratorium
2 or other similar law exists to prohibit enforcement of the Purchase Agreement.

3 21. Accordingly, Plaintiff is seeking declaratory relief as to the rights and obligations of
4 the parties under the Purchase Agreement and specific performance of those obligations.

5 **FIRST CLAIM FOR RELIEF**

6 **(DECLARATORY RELIEF)**

7 22. Plaintiff repeats and realleges each and every allegation of the preceding paragraphs
8 of the complaint as though fully set forth herein and incorporates the same herein by reference.

9 23. Under the definite and certain terms of the Purchase Agreement, Plaintiff has a right
10 to acquire Defendant's Intellectual Property related to Go-Page as provided in the Purchase
11 Agreement.

12 24. Plaintiff has been ready, willing and able to perform under the Purchase Agreement
13 and has partially performed the conditions precedent to closing.

14 25. Plaintiff has done nothing to prohibit, delay or interfere with Defendant's
15 performance under the Purchase Agreement.

16 26. However, despite his obligations under the Purchase Agreement, Defendant has
17 refused to assign to Plaintiff the Intellectual Property to which Plaintiff is entitled, and has denied
18 and disputed Plaintiff's rights to such Intellectual Property.

19 27. Plaintiff is therefore entitled to a declaratory ruling that it is entitled to all of
20 Defendant's Intellectual Property pertaining to Go-Page as defined in the Purchase Agreement.

21 **SECOND CLAIM FOR RELIEF**

22 **(SPECIFIC PERFORMANCE)**

23 28. Plaintiff repeats and realleges each and every allegation of the preceding paragraphs
24 of the complaint as though fully set forth herein and incorporates the same herein by reference.

25 29. Under the definite and certain terms of the Purchase Agreement, Plaintiff has a right
26 to acquire Defendant's Intellectual Property related to Go-Page as provided in the Purchase
27 Agreement.

28 ///

1 30. Plaintiff has been ready, willing and able to perform under the Purchase Agreement,
2 and, upon performance of Defendant's obligations under the Purchase Agreement, Plaintiff is
3 willing to convey the remaining purchase price to Defendant pursuant to the terms and conditions of
4 the Purchase Agreement.

5 31. Plaintiff has done nothing to prohibit, delay or interfere with Defendant's
6 performance under the Purchase Agreement.

7 32. However, despite his obligations under the Purchase Agreement, Defendant has
8 refused to assign to Plaintiff the Intellectual Property to which Plaintiff is entitled, and has denied
9 and disputed Plaintiff's rights to such Intellectual Property.

10 33. The Purchase Agreement reserved the right of Plaintiff the option to enforce specific
11 performance of the Agreement.

12 34. Moreover, in light of the unique nature of the subject matter of the Purchase
13 Agreement — the Intellectual Property — monetary damages would be inadequate and equity allows
14 the Court to enforce the right of specific performance.

15 35. Plaintiff is therefore entitled to a decree of specific performance directing Defendant
16 to assign to Plaintiff the Intellectual Property pertaining to Go-Page as set forth in the Purchase
17 Agreement.

18 36. In addition, Plaintiff is entitled to a decree of specific performance directing
19 Defendant to honor his obligations under the Purchase Agreement and to cease acting in breach of
20 the Purchase Agreement and all other tortious conduct described herein.

21 37. Based on the foregoing, Plaintiff has been required to engage the services of an
22 attorney, incurring attorney's fees and costs to bring this action, and Plaintiff is therefore entitled to
23 reasonable attorney's fees and costs incurred in this action.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff prays for relief as follows:

1. For a declaratory ruling that Plaintiff is entitled to all of Defendant's Intellectual Property pertaining to Go-Page as defined in the Purchase Agreement;

28 |||

2. For a decree of specific performance directing Defendant to assign to Plaintiff the Intellectual Property pertaining to Go-Page as defined in the Purchase Agreement;

3. For a decree of specific performance directing Defendant to honor his obligations under the Purchase Agreement and to cease acting in breach of the Purchase Agreement and all other tortious conduct described herein;

4. For an award of reasonable attorneys' fees and costs incurred by Plaintiff in this action; and

5. For such other and further relief as the Court may deem just and proper.

DATED this 5th day of November, 2014.

Respectfully submitted,

MAIER GUTIERREZ AYON

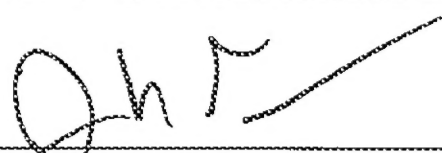

JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
Attorneys for Plaintiff PSiTech Corporation

EXHIBIT 1

EXHIBIT 1

INTELLECTUAL PROPERTY PURCHASE AGREEMENT

This **INTELLECTUAL PROPERTY PURCHASE AGREEMENT** (the "Agreement") is entered into as of this 30th day of November, 2013, by and among **PSiTech Corporation**, a BVI Corporation, ~~with offices located at~~ Room 303, 3rd Fl, St. Georges Bldg, 2 Ice House St, Central, Hong Kong, or ("Purchaser") and Stewart Irvine (the "Seller").

A
c/o

A

WITNESSETH:

WHEREAS, the Seller is the owner of the trade secrets and intellectual property rights related to gopage, as listed on Attachment A, and shall collectively be referred to herein as the "Intellectual Property"; and

WHEREAS, the Purchaser wishes to purchase all rights and title to the Intellectual Property and Seller wishes to grant and the Intellectual Property for the receipt of the consideration herein; and

WHEREAS, the parties agree that the Purchaser shall not assume any of the liabilities of the Seller regarding the Intellectual Property;

NOW THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements contained herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby agree as follows:

ARTICLE I

PURCHASE OF ASSETS

1.1 Purchase and Sale of Assets. Seller represents and warrants to Purchaser that Seller owns without limitation, all right, title and interest in and to all of the Intellectual Property (contractual or otherwise) described or referred to in Attachment A hereto ("the Purchased Assets"). Upon the terms and subject to the conditions of this Agreement, Seller hereby agrees that on the Closing Date (as hereinafter defined in Section 2.1), Seller shall sell, assign, transfer and convey to the Purchaser, and Purchaser hereby agrees to purchase, obtain and acquire from Seller, all of Seller's right, title and interest in and to all of the Purchased Assets, free and clear of any and all claims, rights, liens and/or encumbrances (except as otherwise provided in this Agreement). The Purchased Assets shall comprise all of the following:

- (a) All Intellectual Property as described in Attachment A, and any other properties and assets, whether tangible or intangible, related to the Intellectual Property,
- (b) Any franchises, licenses, permits, consents and other certificates of any regulatory, administrative agency or body issued to or held by Seller that are related to the Purchased Assets.

1.2 Liabilities Not Assumed. Purchaser does not assume or otherwise become responsible for, any liability or obligation of the Seller or claims of such liability or obligation whatsoever known or unknown, whether arising out of occurrences prior to, at or after the date hereof, including without limitation:

- Any liability whatsoever with respect to the Purchased Assets
- Any and all liabilities of the Seller, whether or not related to Purchased Assets Any present or future action, suit, claim or proceeding against the Seller



1.3 Purchase Price. In consideration of and in exchange for the Seller's sale, assignment, transfer and conveyance of all of the Purchased Assets, the Purchaser agrees to pay to the Seller a total of thirty five thousand dollars (\$35,000) on or before December 31st 2014.

1.4 Following Closing. each of the Seller and the Purchaser shall cooperate with each other, execute such documents and instruments, and take such other actions as are reasonably requested by either party to effectuate a smooth transition of the Purchased Assets to the Purchaser.

ARTICLE II CLOSING

2.1 Date and Time of Closing. Subject to satisfaction of the conditions to Closing set forth in this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place simultaneous with the execution of this Agreement (the "Closing Date").

2.2 Delivery of Instruments. The following documents, instruments and other materials shall be executed and delivered at or prior to the Closing on the Closing Date as listed on Schedule A, attached hereto.

2.3 Purchase Price. Purchaser shall deliver to the Seller the Purchase Price, as provided in Section 1.3.

2.4 Related Agreements. The Purchaser and the Seller shall execute and deliver any other agreements reasonably necessary to effectuate consummation of the transactions contemplated herein.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Seller. The Seller represents and warrants to the Purchaser as follows:

(a) Authorization. The execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by the Seller. The Seller has taken all necessary action and has all the necessary power to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Binding Agreement. This Agreement is the valid and binding and irrevocable obligation of the Seller, and assuming validity of the representations and warranties of Purchaser, enforceable against such Seller in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect

(c) Title. The Seller owns good, marketable, unencumbered, full and valid title, as would be considered under the law of any jurisdiction, to all of the Purchased Assets and can demonstrate a continuous chain of title with respect thereto since acquisition or invention. The Purchased Assets are or will at the date of closing be owned free and clear of all adverse claims, liens, mortgages, charges, security interests, encumbrances and other restrictions or limitations of any kind whatsoever. The Seller is not in bankruptcy, divorce or any other proceedings which might result in claims against the Purchased Assets.

(d) Intellectual Property. With respect to the Purchased Assets, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any intellectual property rights of third parties, and Seller has not received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation or violation. No consent of any government, authority or individual is necessary for the sale by the Seller of the Purchased Assets.

(e) Accuracy of Information Furnished. No statement by the Seller set forth herein, and no statement, verbal or

written, made in connection with the transactions contemplated hereby or the Purchased Assets, contains any untrue statement of a material fact, or omits to state any material fact which is necessary to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading.



Representations and Warranties of Purchaser. The Purchaser represents and warrants to the Seller as follows:

(a) Authorization. The execution, delivery and performance of this Agreement and consummation of the transactions contemplated hereby have been duly authorized, adopted and approved by the Board of Directors of the Purchaser. The Purchaser has taken all necessary corporate action and has all the necessary corporate power to enter into this Agreement and to consummate the transactions contemplated hereby.

(b) Binding Agreement. This Agreement has been duly and validly executed and delivered by the officers of the Purchaser on its behalf, and assuming the validity of representations and warranties of the Seller, this Agreement is the valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect.

(c) Rescission. In the event of (a) bankruptcy or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to the Purchaser or Licensee using the Intellectual Property thereof or there is commenced against the Purchaser or Licensee using the Intellectual Property thereof any such bankruptcy, or other proceeding which remains undismissed for a period of 60 days; or (b) Purchaser and Licensee adjust their business plan such that they abandon their use of the Intellectual Property; Purchaser shall use best efforts to transfer and assign all Intellectual Property back to the Seller.

ARTICLE IV

COVENANTS

4.1. Obligations. Each of the Seller and the Purchaser agrees to carry out their respective obligations at and following Closing as set forth in Article I, II and IV of this Agreement.

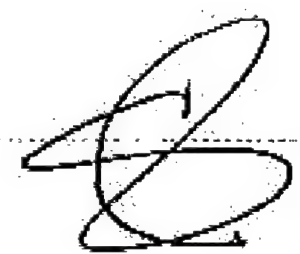

(a) Governmental Filings and Consents. The Seller and the Purchaser shall cooperate with one another and make best efforts in filing any necessary applications, reports or other documents with any domestic or foreign, federal, state or local agencies, or authorities with respect to the Intellectual Property, including but not limited to patent, trademark and copyright applications and filings on behalf of the Purchaser.

(b) Notice. The Seller will give prompt notice of any claim against any of them or against the Purchased Assets and will give full cooperation and best efforts to the Purchaser in defending any such claim, and in the event of any claim, lien, or action against the Purchased Assets, the Seller will indemnify the Purchaser in full for any resulting costs, expense or damages incurred by the Purchaser. Any notice, consent, or other communication required or authorized under this Agreement to be given by either party to the other party shall be in writing, shall be deemed to be properly given when actually transmitted or delivered, and shall be delivered to the Parties at their respective addresses as set out below or at such other address as may be designated by written notice of the party.

ARTICLE V

MISCELLANEOUS

5.1 Fees and Expenses. Except as otherwise provided in this Agreement, each party hereto will bear its own legal, accounting, and other fees and expenses incident to the transactions contemplated herein.

5.2 Modification, Amendments and Waiver. The parties hereto may amend, modify or otherwise waive any provision of this Agreement by mutual consent, provided that such consent and any amendment, modification or waiver is in writing and is signed by each of the parties hereto.

5.3 Assignment. The Purchaser shall have the authority to assign its respective rights or obligations under this Agreement without the prior written consent of the other party hereto.

5.4 Burden and Benefit. This Agreement shall be binding upon and, to the extent permitted in this Agreement, shall inure to the benefit of the parties and their respective successors and permitted assigns.

5.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nevada, without regard, however, to such jurisdiction's principles of conflicts of laws.

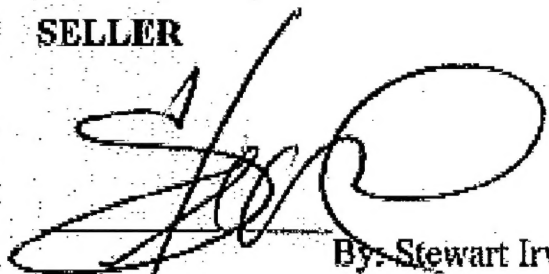
5.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

5.7 Severability of Provisions. The provisions of this Agreement shall be considered severable in the event that any of such provisions are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable.

5.8 Survival. The provisions of Sections 1.1, 1.4 and all of Articles III, IV and V shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date and year first above written.

SELLER


By: Stewart Irvine

401- 1610 East 5th Ave
Vancouver, BC V5N 1L7

PSiTech Corporation

For and on behalf of

PSITECH CORPORATION

By Cameron Investments Limited, in its capacity as director


Authorized Signature(s)

By: Cameron Investments Limited

Title: Director

Room 303, 3rd Fl, St. Georges Bldg
2 Ice House St, Central, Hong Kong

ATTACHMENT A

The Go-Page Solution

Designed for but not limited to micro, small and medium business owners, Go-Page is the easiest and most stylish way to make an online webpage. Our mission is to remove the complexity, time and cost from creating a webpage. Priced at a flat subscription rate of \$5 per month, Go-Page features a real-time design interface that enables anyone to point-and-click their way to a unique, elegant and branded storefront without any coding required.

Modeled after the new generation of mobile devices which excel at presenting lots of information in a small form factor, the Go-Page design panel lets users update with a fingertip. Tabs are out, iconography is in. The Go-Page creation experience feels easy, guided and intuitive.

Go-Page is simple to use, does not require specialized web development and maintenance skills and works with any mobile device, operating system and search engine. Go-Page is secure and accessible and can be updated with a mobile device, anytime and anywhere.

Go-Page is all about making webpage building and maintenance simple, enjoyable and effective.

Go-Page is the newest, easiest and best way for SMBs to create dynamic online web-presences that work to increase sales, promote and grow businesses.

Go-Pages are search engine optimized (SEO) – *visibility*; and formatted for computers, smartphones and tablets – *mobility*.

Affordable and accessible, Go-Page provides clients with a secure cloud-based web portal including worry-free data back-up and the power to develop and maintain professionally designed webpages or "Go-Pages".

Key Benefits:

- Custom domain name will help customers find and connect with you
- Increase sales, sell and promote products and services.
- Give your business a professional image, enhance your business's credibility.
- Your customers see a single page of relevant information and don't get frustrated searching through multiple webpages.
- Deliver timely messages easily and quickly.
- Capture your market, grow your business, and build your brand.

Key Features: Summary

- Simple creating, updating and maintaining.
- Low cost, only \$4.99 a month or \$49.95 per year.
- Key words and meta tags work to set up and optimize for SEO.
- Links to social media including, Facebook, Twitter, LinkedIn, MySpace, or a Blogger account provides the capability to build a database of customers and leads.
- Links to a business's home page, will augment the primary website.
- A section for special promotions or deal of the day; when it is updated, the deal automatically posts to social media sites.
- An area for business address, hours of operation, maps and contact information.



Features: Overview

Use Smartphones & Tablets to Update: Go-Page users with smartphones or tablets can make changes while on the go.

Instant: It takes minutes to publish a Go-Page; this instantly gets businesses online, found and provides the publisher/purchaser with immediate gratification.

Save Money: Go-Page saves money by providing an effective, affordable advertising alternative and by eliminating the need to invest in expensive website build solutions, webmaster/technology support costs, and website upgrade costs.

SEO Optimization: A section for key words and meta tags sets-up SEO optimization.

Free Cloud Hosting: Go-Page uses Amazon AC3 cloud computing. Customers enjoy worry-free security, accessibility, and automatic data backup.

Social Media: Go-Pages include an area for links to social media including, Facebook, Twitter, LinkedIn, MySpace, or a Blogger account. This feature helps businesses connect with customers and assists in building a database of customers and leads.

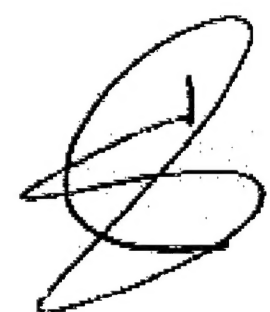
Links take visitors to their business's website home page.

Promotions Box: A section for special promotions or "deal of the day". When this section is updated, the promotion/deal automatically posts to the business's social media sites.

Contact Information: A clear area for essential contact information, business address, hours of operation, maps and names.

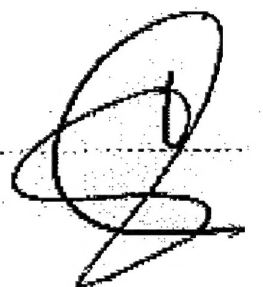
The Go-Page Platform

The Go-Page white-label platform can be adapted for any advertising, retention or customer recovery strategy by a media, newspaper company or consumer based retailer, i.e. NewsCorp, Staples, Costco or Virgin on a revenue share or licensee fee basis.



SCHEDULE A

Not applicable.

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'Z' shape with a loop at the end.

A